Disposition: February 21, 1949. Default decree of condemnation uct was ordered delivered to charitable institutions.

14579. Misbranding of butter. U. S. v. 21 Cases * * * . (F. D. 0 Sample No. 93946-H.)

LIBEL FILED: August 27, 1947, Western District of Tennessee.

ALLEGED SHIPMENT: On or about August 8, 1947, by Frank Pilley & from Springfield, Mo.

PRODUCT: 21 32-pound cases of butter at Memphis, Tenn.

LABEL, IN PART: (Carton) "One Pound Pilley's * * * Butter Salted."

NATURE OF CHARGE: Misbranding, Sections 403 (a) and 403 (e), the ment "One Pound" was false and misleading since the cartons did none pound of butter.

Disposition: September 26, 1947. Frank E. Kester, Memphis, Teant, having consented to the entry of a decree, judgment of conwas entered and the product was ordered released under bond to be so that it would be brought up to the stated net weight, under the of the Federal Security Agency.

14580. Misbranding of butter. U. S. v. 14 Cases * * * (F. D. C. Sample No. 6024-K.)

LIBEL FILED: November 14, 1947, Western District of Pennsylvania, Alleged Shipment: On or about October 21, 1947, by the Coburn Functs Corp., New York, N. Y.

PRODUCT: 14 cases, each containing 2 dozen 1-pound cans, of butter burgh, Pa.

LABEL, IN PART: (Can) "1 Pound Net Wt. Sondra Creamery Butter Nature of Charge: Misbranding, Sections 403 (a) and 403 (e), the did not contain 1 pound net weight as labeled. (The product weight.)

Disposition: March 12, 1948. Coburn Farm Products Corp., claim ing consented to the entry of a decree, judgment of condemnation was and the product was ordered released under bond to be removed cans and repacked as tub or cooking butter, under the supervision Federal Security Agency.

CHEESE*

14581. Adulteration of cheese. U. S. v. Minnesota Cheese Producers tion of Pine Island, Minn., and Land O'Lakes Creameries, In of guilty by Minnesota Cheese Producers Association of Pine Minn.; fine, \$500. Case dismissed against Land O'Lakes Creamer. (F. D. C. No. 19548. Sample No. 14793-H.)

INFORMATION FILED: On or about February 12, 1947, District of Magainst Minnesota Cheese Producers Association of Pine Island, Maland O'Lakes Creameries, Inc., trading at Pine Island, Minn.

ALLEGED SHIPMENT: On or about July 25, 1945, from the State of Minto the State of Wisconsin.

^{*}See also No. 14555.

TURE OF CHARGE: Adulteration, Section 402 (a) (3), the product consisted in The part of a filthy substance by reason of the presence of insect fragments, rodent pair fragments, and manure fragments; and, Section 402 (a) (4), it had been brepared and held under insanitary conditions whereby it may have become contaminated with filth.

position: On November 14, 1947, Land O'Lakes Creameries, Inc., having filed motion to dismiss the action on the ground that it had received the goods in good faith from the Minnesota Cheese Producers Association of Pine Island, finn., and held a guaranty from that association, the court handed down the ollowing memorandum opinion, ordering the action dismissed against the and O'Lakes Creameries, Inc.:

Donovan, District Judge: "It appears that the defendant Land O'Lakes reameries, Incorporated, acted in good faith in receiving the food described. here is nothing to indicate intent to violate 21 U.S.C.A. 342 (a) (3) (4). A caler is in a somewhat better position than the manufacturer in a case such as is is. Gleuser, Kohn & Co. v. United States, 224 U. S. 84.

The case is close enough, however, to serve as a warning to defendant O'Lakes Creameries, Incorporated, to exercise caution in marketing such The Public must be protected against the sort of situation that here ests. The guaranty does not appear to bring the Land O'Lakes Creameries, corporated, within the purview of the Act. Under the conditions here existing, burden of the accusation seems to rest directly on the manufacturer."

On July 26, 1948, a plea of guilty having been entered on behalf of the innesota Cheese Producers Association of Pine Island, Minn., a fine of \$500

Adulteration of Swiss cheese. U. S. v. Herman F. Winkleman (Champion Cheese Co.). Plea of guilty; fine of \$150 and costs. (F. D. C. No. 25597. Sample No. 7989-K.)

MATION FILED: December 10, 1948, Northern District of Ohio, against man F. Winkleman, trading as the Champion Cheese Co., Sugar Creek,

VIOLATION: The defendant was charged with giving a false guaranty to Jusi of Canton, Ohio, on or about May 4, 1948. It provided that all se delivered to. Carl Jusi by the defendant would be neither adulterated misbranded within the meaning of the Federal Food, Drug, and Cosmetic

or about June 14, 1948, the defendant sold and delivered to Carl Jusi at n, Ohio, a quantity of adulterated Swiss cheese. On or about June 15, Carl Jusi shipped the cheese from the State of Ohio into the State of wylvania.

OF CHARGE: Adulteration, Section 402 (a) (3), the product consisted in a filthy substance by reason of the presence of insect fragments, rodent tagments, and rodent excreta; and, Section 402 (a) (4), it had been ed, packed, and held under insanitary conditions whereby it may have

January 21, 1949. A plea of guilty having been entered, the defendfined \$150, together with costs.

ulteration of Cheddar cheese. U.S. v. 71 Boxes o. 25650. Sample Nos. 24981-K to 24987-K, incl.) (F. D. C.

September 22, 1948, Western District of Wisconsin.